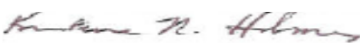


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SFAEGCS1309P01		PAGE 1 OF 19	
2. CONTRACT NO. GS-35F-0201U		3. AWARD/EFFECTIVE DATE 30-Sep-2009		4. ORDER NUMBER W912CH-09-F-A658		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY U.S. ARMY TACOM CONTRACTING CENTER 6501 E. 11 MILE ROAD WARREN MI 48397-5000 TEL: FAX:		CODE W912CH		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$25M NAICS: 541513		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SFAE-GCS JUDITH BUSH JUDITH BUSH SFAE-GCS-O JUDITH.BUSH@US.ARMY.MIL WARREN MI 48397-5000		CODE W56TRU		16. ADMINISTERED BY U.S. ARMY TACOM CONTRACTING CENTER DENNIS MILLER AMSCC-TAC-ASRD/MS 322 DENNIS.C.MILLER@US.ARMY.MIL WARREN MI 48397-5000		CODE W912CH	
17a. CONTRACTOR/ OFFEROR SWISH DATA CORPORATION CHRIS KERR 17 FEAGLES RD WARWICK NY 10990-2224 TEL. 908-320-4160		CODE 4D7K5 FACILITY CODE 4D7K5		18a. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-JAIQBAC-CO ATTN: ST LOUIS P.O. BOX 182307 COLUMBUS OH 43218-2307		CODE HQ0304	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO A ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$750,849.93		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <small>REF: See CLIN Specifications</small>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 30-Sep-2009	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KRISTINE N. HOLMES / CONTRACTING OFFICER TEL: 1-586-574-7146 EMAIL: kristine.holmes@us.army.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 19	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CLIN SPECIFICATIONS

LEGEND: Hardware Software Install & Travel Maintenance

Qty. Part No. Description
FAS3140C with 3 Shelves of 450GB Fibre Channel Drives; 2 Shelves of 1 TB SATAa Drives(28TB Total Raw); 36 Mon., 4Hr. Support.

1		FAS3140-R5
1	DOC-31XX-C	Documents,31XX,-C
2	DSX-14.0TB-R5-C	DS14MK2 SHLF,14.0TB SATA,-C,R5
1	FAS3140A-CHASSIS-R5-C	FAS3140,ACT-ACT,Chassis,AC PS,-C,R5
2	FAS3140A-IB-BASE-R5	FAS3140A,IB,ACT-ACT,OS,R5
2	SW-BASE-PK-C	SW,BASE Pack,-C
2	X2054B-R6-C	HBA,FC,4-port,PCIe,4Gb,-C,R6
3	X54015A-ESH4-R5-C	DS14MK4 SHLF,ACPS,14x450GB,15K,HDD,ESH4,-C,R5
6	X5515A-R6-C	Rackmount Kit,4N2,DS14-Middle,-C,R6
2	X6530-R6-C	Cable,Patch,FC SFP to SFP,0.5M,-C,R6
16	X6536-R6-C	Cable,Optical,LC/LC,5M,X,-C,R6
16	X6539-R6-C	SFP,Optical,4.25Gb,-C,R6
12	X800E-R6-C	Power Cable North America,-C,R6
2	SW-T3C-DSANIT-C	Disk Sanitization Software,T3C,-C
2	SW-T3C-COMP-BNDL-C	SW,Complete Bndl,NetApp Select,T3C,-C
1	CS-O-4HR	SupportEdge Premium, 7x24, 4hr Onsite

Switches and Cables

2	BSWITCH-300-R5	
2	X-310-0004-R5-C	8-Pt Brocade 300 No Fab FC 4Gbps,-C,R5
2	X5515A-R6	Rackmount Kit,4N2,DS14-Middle,R6
2	X800E-R6-C	Power Cable North America,-C,R6
2	CS-SEC-4D	Five Years of SE Secure,7x24,4hr Parts Delivery
2	SW-BROCADE	
2	X-SMEDPOD4-01-R6	Brocade 300 8-POD for 4Gbps,R6
2	CS-SEC-4D	Five Years of SE Secure,7x24,4hr Parts Delivery
18	X6553-R6	Cable,OPT,50u,2GHz/KM,MM,LC/LC,2M,R6

Vmware vSphere Enterprise Software for 12 Processors; 36 Mon. Platinum Support

1	11-267-LIC	Vmware Enterprise Plus Acceleration Kit for 8 processors (Includes vSphere Enterprise Plus for 8 Processors, 1 vCenter Server Standard) VS4-ENT-PL-AK-GOV
1	11-267-M3P	Platinum Support/Subscription Vmware Enterprise Plus Acceleration Kit for 8 processors for 3 years VS4-ENT-PL-AK-3P-SSS-GOV

4	11-262-LIC-Q3B	Vmware vSphere 4 Enterprise Plus for 1 processor (Max 12 cores per processor); VS4-ENT-PL-GOV
4	11-262-M3P	Platinum Support/Subscription for Vmware vSphere Ent. Plus

Qty. Part No. Description
***Additional Shelves: (3) 450GB FC Disk Shelves; (2) 14TB SATA Shelves;
 36 Mon. 4Hr. Support***

3	DS14A-R5	
3	X54015A-ESH4-QS-R5	DS14MK4 SHLF,AC,14x450GB,15K,ESH4,QS,R5
3	X5515A-R6	Rackmount Kit,4N2,DS14-Middle,R6
6	X6530-R6	Cable,Patch,FC SFP to SFP,0.5M,R6
6	X800E-R6	Power Cable North America,R6
3	CS-O-4HR	SupportEdge Premium, 7x24, 4hr Onsite
2	DS14A-R5	
2	DSX-14.0TB-QS-R5	DS14MK2 SHLF,14.0TB SATA,QS,R5
2	X5515A-R6	Rackmount Kit,4N2,DS14-Middle,R6
4	X6530-R6	Cable,Patch,FC SFP to SFP,0.5M,R6
4	X800E-R6	Power Cable North America,R6
2	CS-O-4HR	SupportEdge Premium, 7x24, 4hr Onsite

***FAS3140C with 3 Shelves of 450GB Fibre Channel Drives; 2 Shelves of 1 TB SATAa Drives(28TB Total Raw);
 36 Mon., 4Hr. Support.***

1	FAS3140-R5	
1	DOC-31XX-C	Documents,31XX,-C
2	DSX-14.0TB-R5-C	DS14MK2 SHLF,14.0TB SATA,-C,R5
1	FAS3140A-CHASSIS-R5-C	FAS3140,ACT-ACT,Chassis,AC PS,-C,R5
2	FAS3140A-IB-BASE-R5	FAS3140A,IB,ACT-ACT,OS,R5
2	SW-BASE-PK-C	SW,BASE Pack,-C
2	X2054B-R6-C	HBA,FC,4-port,PCIe,4Gb,-C,R6
3	X54015A-ESH4-R5-C	DS14MK4 SHLF,ACPS,14x450GB,15K,HDD,ESH4,-C,R5
6	X5515A-R6-C	Rackmount Kit,4N2,DS14-Middle,-C,R6
2	X6530-R6-C	Cable,Patch,FC SFP to SFP,0.5M,-C,R6
16	X6536-R6-C	Cable,Optical,LC/LC,5M,X,-C,R6
16	X6539-R6-C	SFP,Optical,4.25Gb,-C,R6
12	X800E-R6-C	Power Cable North America,-C,R6
2	SW-T3C-DSANIT-C	Disk Sanitization Software,T3C,-C
2	SW-T3C-COMP-BNDL-C	SW,Complete Bndl,NetApp Select,T3C,-C
1	CS-O-4HR	SupportEdge Premium, 7x24, 4hr Onsite

Switches and Cables

2		BSWITCH-300-R5
2	X-310-0004-R5-C	8-Pt Brocade 300 No Fab FC 4Gbps,-C,R5
2	X5515A-R6	Rackmount Kit,4N2,DS14-Middle,R6
2	X800E-R6-C	Power Cable North America,-C,R6
2	CS-SEC-4D	Five Years of SE Secure,7x24,4hr Parts Delivery
2	SW-BROCADE	
2	X-SMEDPOD4-01-R6	Brocade 300 8-POD for 4Gbps,R6
2	CS-SEC-4D	Five Years of SE Secure,7x24,4hr Parts Delivery
18	X6553-R6	Cable,OPT,50u,2GHz/KM,MM,LC/LC,2M,R6

Vmware vSphere Enterprise Software for 12 Processors; 36 Mon. Platinum Support

1	11-267-LIC	(Includes vSphere Enterprise Plus for 8 Processors, VS4-ENT-PL-AK-GOV 1 vCenter Server Standard)
1	11-267-M3P	Acceleration Kit for 8 processors for 3 years VS4-ENT-PL-AK-3P-SSS-GOV
4	11-262-LIC-Q3B	Vmware vSphere 4 Enterprise Plus for 1 processor (Max 12 cores per processor); VS4-ENT-PL-GOV
4	11-262-M3P	Platinum Support/Subscription for Vmware vSphere Ent. Plus for 1 processor for 3 years; VS4-ENT-PL-3P-SSS-GOV

Professional Services

1	PS001	Professional Services to Support Installation and Configuration Contractor travel requirements shall be issued against this CLIN. Payment will be IAW the Joint Travel Regulation (JTR) pursuant to FAR Part 31 for per diem and travel expenses. This is a cost reimbursement CLIN.
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14	Tb SATA Shelf for FAS3170C; SE Secure Support; 26 Mons. Co- Term
1	DS14A-R5
1	DSX-14.0TB-QS-R5
1	XX5515A-R6
2	X6530-R6
2	X800E-R6
1	CS-SEC-4D

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$580,171.89	\$580,171.89 NTE

SWISH DATA - Hardware
FFP

Per Quote PEOGCS-Storage_657-071609 dated 09/18/2009, PEOGCS-14TB_661-071609 dated 09/18/2009, and PEOGCS-Shelves_657-071609 dated 09/18/2009 for Hardware
See CLIN Specification Detail

ACCEPTOR/COR: Joseph Cavanagh
(586) 753-2388
joseph.cavanagh@us.army.mil

ACCEPTOR / (Alternate): Judith Busha
(586) 574-8805
judith.busha@us.army.mil

SHIP TO:
TACOM LCMC
U.S. Army PEO GCS
Central Receiving Dock, Building 249
6501 E. Eleven Mile Road
Warren, MI 48379-5000

Attn: Judith Busha, BLDG 229
AMSRD-TAR-R/M/S 264

MARK FOR: W91QUZ-09-F-A658
DELIVERIES WILL NOT BE ACCEPTED AFTER 3:30PM

WAWF INVOICING PROCEDURES

Invoices will be submitted electronically through DFAS payment automated system Wide Area Work Flow. Training is available at <http://www.wawftraining.com/>. Contractors when requesting payment for your contract in WAWF please submit it as a "combo."

FOB: Destination

PURCHASE REQUEST NUMBER: SFAEGCS1309P01

NET AMT

\$580,171.89

ACRN AA
CIN: SFAEGCS1309P010001

\$580,171.89

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	JOB	\$47,872.64	\$47,872.64 NTE

SWISH DATA - Software

FFP

Per Quote PEOGCS-Storage_657-071609 dated 09/14/2009,

See CLIN Specification Detail

ACCEPTOR/COR: Joseph Cavanagh

(586) 753-2388

joseph.cavanagh@us.army.mil

ACCEPTOR / (Alternate): Judith Busha

(586) 574-8805

judith.busha@us.army.mil

WAWF INVOICING PROCEDURES

Invoices will be submitted electronically through DFAS payment automated system

Wide Area Work Flow. Training is available at <http://www.wawftraining.com/>.

Contractors when requesting payment for your contract in WAWF please submit it as a "combo."

FOB: Destination

PURCHASE REQUEST NUMBER: SFAEGCS1309P01

NET AMT

\$47,872.64

ACRN AA

CIN: SFAEGCS1309P010002

\$47,872.64

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Each		\$8,250.00

SWISH DATA - Install & Travel

COST

Swish

Per Quote PEOGCS-Storage_657-071609 dated 09/18/2009, for Travel

See CLIN Specification Detail

ACCEPTOR/COR: Joseph Cavanagh

(586) 753-2388

joseph.cavanagh@us.army.mil

ACCEPTOR / (Alternate): Judith Busha

(586) 574-8805

judith.busha@us.army.mil

Contractor travel requirements shall be issued against this CLIN. Payment will be IAW the Joint Travel Regulation (JTR) pursuant to FAR Part 31 for per diem and travel expenses. This is a cost reimbursement CLIN.

WAWF INVOICING PROCEDURES

Invoices will be submitted electronically through DFAS payment automated system Wide Area Work Flow. Training is available at <http://www.wawftraining.com/>. Contractors when requesting payment for your contract in WAWF please submit it as a "combo."

FOB: Destination

PURCHASE REQUEST NUMBER: SFAEGCS1309P01

ESTIMATED COST	\$8,250.00
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ACRN AA

\$8,250.00

CIN: SFAEGCS1309P010003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each	\$114,555.40	\$114,555.40 NTE

SWISH DATA - Maintenance
FFP

Swish

Per Quote PEOGCS-Storage_657-071609 dated 09/18/2009, PEOGCS-14TB_661-071609 dated 09/18/2009, and PEOGCS-Shelves_657-071609 dated 09/18/2009 for Maintenance

See CLIN Specification Detail

ACCEPTOR/COR: Joseph Cavanagh
(586) 753-2388
joseph.cavanagh@us.army.mil

ACCEPTOR / (Alternate): Judith Busha
(586) 574-8805
judith.busha@us.army.mil

WAWF INVOICING PROCEDURES

Invoices will be submitted electronically through DFAS payment automated system Wide Area Work Flow. Training is available at <http://www.wawftraining.com/>. Contractors when requesting payment for your contract in WAWF please submit it as a "combo."

FOB: Destination

PURCHASE REQUEST NUMBER: SFAEGCS1309P01

NET AMT	\$114,555.40
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ACRN AA	\$114,555.40
CIN: SFAEGCS1309P010004	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Manpower FFP Contractor Manpower Reporting. For Contracts awarded for Army service personnel support, the Army requires contractors to report on number of personnel employed by major unit/command on a monthly basis. Contract Manpower Reporting shall be made by the contractor and shall be submitted to the secure website https://cmra.army.mil/ . Instructions can be found at this web site. FOB: Destination PURCHASE REQUEST NUMBER: SFAEGCS1309P01		Each		NSP
NET AMT					\$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2009 TO 31-MAR-2010	N/A	SFAE-GCS JUDITH BUSH JUDITH BUSH SFAE-GCS-O JUDITH.BUSHA@US.ARMY.MIL WARREN MI 48397-5000 1-586-574-8805 FOB: Destination	W56TRU
0002	POP 30-SEP-2009 TO 29-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56TRU
0003	POP 30-SEP-2009 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56TRU
0004	POP 30-SEP-2009 TO 29-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56TRU
0005	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 2192020000095R5R004316980000031CDGP0000L25020EGCS13099GPHB2S20113
 AMOUNT: \$750,849.93
 CIN SFAEGCS1309P010001: \$580,171.89
 CIN SFAEGCS1309P010002: \$47,872.64
 CIN SFAEGCS1309P010003: \$8,250.00
 CIN SFAEGCS1309P010004: \$114,555.40

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.229-3	Federal, State And Local Taxes	APR 2003
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
252.211-7003 Alt I	Item Identification and Valuation (Aug 2008) Alternate I	AUG 2008
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.232-4000(TACOM) CONTRACTING OFFICER'S AUTHORITY

(APR 2006)

The Contracting Officer is the only person authorized to approve additions or changes in any of the requirements under any contract, resulting from this solicitation, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, such change shall be solely at the risk of the contractor. (See General Provision, entitled: "Notification of Changes," FAR 52.243-7 or paragraph (c) of FAR 52.212-4).

[End of Clause]

52.232-4007

WIDE AREA WORK FLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS (APR 2008)

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firm's CAGE Code: **4D7K5**
- Issue and Admin DoDAAC Code: **W912CH**
- Ship-To DoDAAC Code: **W56TRU**
- Accept-By DoDAAC Code: **W56TRU**
- Payment DoDAAC Code: **HQ03004**

The WAWF system will prompt for "additional e-mail submission" after clicking "Signature". The following additional e-mail submissions are required:

- Primary Acceptor Name: Judith Busha
- Primary Acceptor e-mail: judith.busha@us.army.mil
- Alternate Acceptor Name: George Andrews
- Alternate Acceptor e-mail: george.andrews@us.army.mil

WAWF Invoicing Procedures:

Invoices will be submitted electronically through DFAS payment automated system Wide Area Work Flow (WAWF). Contractors, when requesting payment for your contract in WAWF, please submit as a "two in one", not an invoice. In addition, when requesting payments, the contractor can notify the Acceptor by clicking SEND MORE E-MAIL NOTIFICATIONS and entering the Acceptor's e-mail address. Training is available at <http://www.wawftraining.com/>

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, "Pay status" (myInvoice-External link) at the bottom of the left-hand menu.

TACOM-Warren uses WAWF-RA (Receipt and Acceptance) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled "Electronic Submission of Payment Requests and Receiving Reports"). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

Also, contractors must ensure to include the purchase request number in the line item description. This number can be found under the line item description on the order/contract.

(Type of Invoice: If this contract calls for contractor submission of a Material Inspection and Receiving report by virtue of the inclusion of the clause at DFARS 252.246-7000, "Material Inspection and Receiving Report", use a "combo" Invoice and Receiving Report. If this DFARS clause is NOT in the contract, use a "two-in-one" invoice as described in WAWF.)

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about

payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of clause]

52.237-4000 (TACOM) CONTRACTOR MANPOWER REPORTING (FEB 2007)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub- contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

(End of clause)

52.239-4002 (TACOM) SECTION 508 COMPLIANCE

(NOV 2006)

Under Section 508 (29 U.S.C. '794d), Federal agencies must give disabled employees and members of the public access to information that is comparable to the access available to others. Section 508 requires that Federal agencies' electronic and information technology is accessible to people with disabilities. All hardware and software purchased under this contract must be Section 508 compliant. If the deliverables are deemed non-compliant, it is the responsibility of the contractor to make it compliant, at the cost of the contractor.

Refer to the following website for more about Section 508:

<http://section508.gov>

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR): <http://farsite.hill.af.mil/vffar1.htm>

Department of Defense FAR Supplement (DFARS): <http://farsite.hill.af.mil/VFDFAR1.HTM>

(End of clause)